

## Cray Software License Agreement Terms and Conditions

This Software License is subject to DIR Contract No. DIR-TSO-2721 and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between **Cray Inc.**, with its principal office located at 901 Fifth Avenue, Suite 1000, Seattle, Washington 98104-2860 ("**Cray**"), and \_\_\_\_\_ with its principal office located at \_\_\_\_\_ ("**Customer**").

**Definitions** The following definitions apply to this License:

**"Cray Contributed Components"** will mean those components of the GNU Public License Software and Open Source License Software in which Cray owns the copyright under applicable law.

**"GNU Public License"** will mean the GNU General Public License published by the Free Software Foundation, Inc. attached hereto as **Exhibit 2**.

**"GNU Public License Software"** will mean the software incorporated in the Software Products that is designated in the Software Products, or associated electronic or hard copy documentation, as governed by the GNU Public License.

**"Licensed Software"** means **Cray** operating system(s), software tools and applications software that are not GNU Public License Software or Open Source License Software licensed to **Customer**.

**"Open Source License Terms"** will mean the various license terms and conditions, other than the terms and conditions of the GNU Public License, that are incorporated in the Software Products or associated electronic or hard copy documentation.

**"Open Source License Software"** will mean the software incorporated in the Software Products that is designated in the Software Products, or associated electronic or hard copy documentation, as governed by Open Source License Terms.

**"Software Products"** will mean the computer software products described in **Exhibit 1** to this License.

### 1. Software Product Delivery

The Software Products may incorporate Cray Licensed Software, GNU Public License Software, and Open Source Software. The delivery of the Software Products, and the grant by Cray of the licenses described in this Appendix with respect to Cray Licensed Software, are conditioned upon Customer's agreement with the terms and conditions of DIR Contract No. DIR-TSO-2721 and this Appendix.

### 2. GNU Public License Software and Open Source License

**2.1 Limited Rights.** With the limited exception of Cray Contributed Components, Cray does not grant any rights with respect to the GNU Public License Software or the Open Source License Software. Customer's rights with respect to the GNU Public License Software will be limited to the rights granted, and will be subject to the conditions and limitations imposed under, those versions of the GNU Public License Software designated applicable by respective copyright owners of the GNU Public License

Software. For reference, a copy of version 2 of the GNU Public License is attached to this Appendix. Customer's rights with respect to the Open Source License Software will be limited to the rights granted, and will be subject to the conditions and limitations imposed under, the respective Open Source License Terms.

**2.2 Customer Acknowledgements.** Customer acknowledges and agrees that (i) Cray cannot and has not verified that the GNU Public License Software and Open Source License Software have validly been made available, by third parties having the right to do so, under the terms of the GNU Public license or Open Source License Terms as applicable, (ii) Cray cannot and does not warrant or promise, and cannot ensure that the GNU Public License or applicable Open Source License Terms effectively grant Customer the rights necessary for Customer to use the GNU Public License Software or Open Source License Software as contemplated or required by Customer, and (iii) Cray cannot and does not warrant or promise, and cannot ensure that the GNU Public License or applicable Open Source License Terms, or Customer's access and use of the GNU Public License Software or Open Source License Software, will continue or remain in effect for any particular period of time, including but not limited to the term of this License.

**2.3 Risk Assumed by Customer. Subject to and except as provided in DIR Contract No. DIR-TSO-2721 (including but not limited to its Appendix A),** Customer assumes all risk arising out of or relating to (i) any claim that any GNU Public License Software or Open Source License Software (collectively "OSS"), or Customer's use thereof, infringes or violates any rights of any third party, (ii) any judicial, administrative or other interpretation, enforcement or invalidation of the GNU Public License Software or any Open Source License Terms, (iii) any partial or complete termination or cancellation of any rights granted or derived from the GNU Public License or any Open Source License Terms, and (iv) any resulting denial or termination of access to, or use of, any GNU Public License Software or Open Source License Software. In the event of a viable claim that any OSS infringes the intellectual property right of a third party Cray will, at its option, (a) procure for **Customer** the right to continue using the impacted OSS; or (b) replace or modify the impacted OSS so that it becomes non-infringing.

### **3. Cray Licensed Software License**

**3.1 Grant of License.** Subject to the terms and conditions set forth in this Appendix, Cray hereby grants to Customer a single, personal and nonexclusive license to use Cray Licensed Software for Customer's internal business purposes, including the provision of data processing service to others in the normal course of Customer's business. Customer may install and use Cray Licensed Software on only the computer system(s) provided by Cray under the License; provided that, Customer may temporarily transfer Cray Licensed Software to other equipment approved by Cray for the period the system provided by Cray under this License is inoperable as a result of any malfunction. No license to Cray Licensed Software is granted to Customer except that expressly set forth in this Appendix. No rights to sublicense or distribute Cray Licensed Software are granted. Title to Cray Licensed Software, and all rights not specifically granted to Customer by this license, will remain in Cray and its suppliers.

**3.2 Assignment. Subject to Section 4.D, Assignment, of Appendix A of DIR Contract No. DIR-TSO-2721,** the rights granted under this Appendix will not be sold, leased, assigned, sublicensed or otherwise transferred, in whole or in part, directly or indirectly. Customer may not lend, lease, license or otherwise make Cray Licensed Software available for any reason to any third parties, other than Customer contractors that require such access in the ordinary course of providing services to Customer. Cray may include features in Cray Licensed Software that restrict unlicensed use of the Software Products.

**3.3 Source Code.** No license to use Cray Licensed Software in source code form is granted hereunder. Customer may only use Cray Licensed Software in binary form.

**3.4 Software Copies.** Customer will not copy Cray Licensed Software, or any on-line or hard copy form of any documentation for Cray Licensed Software, except that Customer may make and maintain one (1) copy of Cray Licensed Software and such documentation for back-up and archival purposes. Customer will reproduce in such archival copies all proprietary and restrictive notices set forth in the copied Cray Licensed Software and any attached or incorporated documentation.

**3.5 Modification of Software.** Customer will not modify, clone, disassemble, decompile, decrypt or otherwise reverse engineer any part of Cray Licensed Software, adopt any part of Cray Licensed Software as its own, or adapt Cray Licensed Software into a computer language in which it was not provided by Cray.

**3.6 Changes in Operating Systems.** Some communications-related components of Cray Licensed Software require changes to the operating system of non-Cray networked computers. At Customer's request, Cray will make reasonable efforts to provide Customer with such information on how to make the required changes prior to Customer's purchase. Customer is responsible for making the required changes noted by Cray.

**3.7 Software Use in On-Line Control equipment.** The Software products, including but not limited to Cray Licensed Software, are not designed or licensed for use in on-line control equipment in hazardous environments such as operation of nuclear facilities, or aircraft navigation or control, and are not intended to be used in life-support systems or procedures, in medical diagnostic applications, in connection with surgical or other intrusive procedures or otherwise to implement medical procedures or sustain life. Customer will not use Cray Licensed Software for any such application without prior notice to Cray.

**3.8 Maintenance and Support Service.** No support or maintenance services will be provided to Customer under this Appendix. Such services, if any, will be made available under the terms and conditions of a separate agreement.

**3.9 Software Requiring Additional Licenses.** Some Cray Licensed Software may require an additional license from a third party. Cray will inform Customer of any such required additional licenses. Customer will at its expense obtain the license from the third party by separate agreement and so certify to Cray in writing before delivery of the affected Cray Licensed Software.

**3.10 Export Control Regulations.** Customer will not dispose of any Cray Licensed Software or any related documentation, know-how, technical data, or other products or materials furnished to it pursuant to this License, to any party or in any manner which would constitute a violation of the export control regulations of Japan or the United States now or hereafter in effect.

#### 4. Warranty

**4.1** CRAY warrants that Software will substantially conform to the applicable Documentation for such Software and that any physical media provided by CRAY will be free from manufacturing defects in materials and workmanship upon delivery (i.e., via physical shipment or electronic download). CRAY does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets Customer's requirements, except if expressly warranted by CRAY in its quote. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM OF THE SOFTWARE PRODUCTS FROM INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND OBLIGATION OR LIABILITIES FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE PRODUCTS.

**4.2 Software Selection.** Customer is responsible for the selection of the Software Products to achieve its intended results, Customer's use of the Software Products, and the results obtained by Customer with the Software Products.

#### 5. Term

**5.1 Term.** This License will take effect as of the date first written above, and will remain in effect until terminated in accordance with Appendix A, Section 11 to DIR Contract No. DIR-TSO-2721 or upon written notice to Customer in the event Customer is in material breach of this License and customer fails to cure such breach within thirty (30) days of receipt of written notice of breach.

**5.2 Post Termination Obligations.** Within ten (10) days after termination of this License for any reason Customer will return to Cray any copies in its possession of the Cray Licensed Software and all other Confidential Information. The provisions of Sections 5 and 6 of this License, and Customer's obligations under Section 8 of this License will survive termination or expiration of this License. Customer's rights and obligations with respect to the GNU Public License Software and Open Source License Software will survive the termination or expiration of This License in accordance with the terms and conditions of the applicable Open Source License Terms or version of the GNU Public License.

#### 6. Indemnity by CRAY

**6.1 Indemnification and Limitation of Liability.** Indemnification and Limitation of Liability under this Software License Agreement shall be in accordance with Appendix A to DIR Contract No. DIR-TSO-2721.

#### 6.2 Remedy

Should any Licensed Software become, or in **Cray's** reasonable opinion be likely to become, the subject of any claim of infringement of any United States copyright or violation or misappropriation of any third party trade secret, **Cray** will have the right, at **Cray's** option and expense, to (a) procure for **Customer** the right to continue using the Licensed Software; or (b) replace or modify such Licensed Software so that it becomes non-infringing.

#### 6.3 Exceptions

**Cray** will have no obligation or liability to **Customer** with respect to any claim of infringement which results from: (a) the combination or use of Licensed Software with any other product, program or device not provided by **Cray** if such infringement would not have arisen but for such use or combination; (b) any modification by **Customer** or any third party of any Licensed Software; (c) any specifications, designs or

**Cray, Inc.****DIR-TSO-2721**

instructions provided to **Cray** by or on behalf of **Customer**; (d) the failure to promptly install an update or revision provided by **Cray**, if such infringement could have been avoided by the use of such update or revision; or (e) use of the Licensed Software in a manner not in conformance with **Cray** published specifications.

By execution of this License the parties pledge to abide by the terms and conditions set forth above and in the Exhibits hereto.

**CRAY INC.:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**SOFTWARE PRODUCTS**

**EXHIBIT 2****GNU PUBLIC LICENSE**

GNU GENERAL PUBLIC LICENSE  
Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.,  
51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA  
Everyone is permitted to copy and distribute verbatim copies  
of this license document, but changing it is not allowed.

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Lesser General Public License instead.) You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original

authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

GNU GENERAL PUBLIC LICENSE  
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third



parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then

the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

## NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## END OF TERMS AND CONDITIONS

## How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>

Copyright (C) <year> <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA.

Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this

when it starts in an interactive mode:

```
Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'.
This is free software, and you are welcome to redistribute it
under certain conditions; type `show c' for details.
The hypothetical commands `show w' and `show c' should show the
appropriate parts of the General Public License. Of course, the commands
you use may be called something other than `show w' and `show c'; they
could even be mouse-clicks or menu items--whatever suits your program.
```

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

```
Yoyodyne, Inc., hereby disclaims all copyright interest in the program
`Gnomovision' (which makes passes at compilers) written by James Hacker.
<signature of Ty Coon>, 1 April 1989
Ty Coon, President of Vice
```

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License.

**MYSQL PRO****ADDENDUM TO SOFTWARE LICENSE AGREEMENT****This Addendum Only Applies to MySQL Pro Software**

This Addendum (the “Addendum”) is to the Software License Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “License”), by and \_\_\_\_\_ (“Customer”) and Cray Inc. (“Cray”). Except as otherwise noted, all capitalized terms used herein shall have the meanings ascribed in the License.

Cray has signed a commercial license with Oracle Corporation (“Oracle”) covering MySQL Pro (“MySQL”) and has included a proprietary version of MySQL in its Cray Linux Environment (“CLE”) operating system and System Management Workstation (“SMW”). As required by Cray’s agreement with Oracle, the following additional license provisions apply to the use of MySQL by Cray customers.

Cray’s customers are:

- Prohibited from using MySQL as a general SQL server, as a standalone application or with applications other than on Cray supplied computer system(s).
- Prohibited from changing any proprietary rights notices which appear in MySQL.
- Prohibited from using MySQL to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment.
- Permitted to provide data processing service to others in the normal course of its customers’ business, provided that such data processing services do not include the use of MySQL for any purpose other than the management of administrative functions of the Cray system on which MySQL is installed.

Except as expressly amended hereby, the License shall remain in full force and effect in accordance with its terms.



---

COMPUTE | STORE | ANALYZE